IN THE UNITED STATES PATENT & TRADEMARK OFFICE

Appellant:	Hueler et al.	Examiner:	Dass, H.
Serial No.:	09/520,825	Group Art Unit:	3628
Filing Date:	March 8, 2000	Docket No.:	HUEC.300US01
Title:	ELECTRONIC COMMUNICATION SYSTEM AND METHOD FOR FACILITATING FINANCIAL TRANSACTION BIDDING AND REPORTING PROCESSES		

APPEAL BRIEF

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Sir:

This Appeal Brief is submitted pursuant to 37 C.F.R. §41.37 for the above-referenced patent application consistent with the Notice of Appeal filed on July 27, 2006.

Please charge deposit account 50-3581 (HUEC.300US01) in the amount of $250.00 for filing this brief in support of an appeal by a small entity as set forth in 37 C.F.R. §41.20(b)(2). If necessary, authority is given to charge/credit deposit account 50-3581 (HUEC.300US01) additional fees/overages in support of this filing.

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I. REAL PARTY IN INTEREST

The real party in interest is the assignee, Hueler Companies.

II. RELATED APPEALS AND INTERFERENCES

Appellant is unaware of any related appeals, interferences or judicial proceedings that would have a bearing on the Board's decision in the instant appeal.

III. STATUS OF CLAIMS

Claims 1-10 are pending, each of which is presented for appeal. Each of the pending Claims 1-10 has been finally rejected by the Examiner's action dated January 27, 2006, from which Appellant appeals.

The pending Claims 1-10 under appeal may be found in the attached Claims Appendix.

IV. STATUS OF AMENDMENTS

No amendments have been presented subsequent to the final rejection dated January 27, 2006.

V. SUMMARY OF CLAIMED SUBJECT MATTER

The present invention is generally directed to electronically communicating investment plan information between money managers and issuers of investment contracts to facilitate plan inquiry and bidding processes. While investment contracts used to consist of a single provider/single product environment, they have diversified to a greatly expanded multiproduct/provider stable value industry. Embodiments of the present invention are directed to methods and systems that aid stable value managers (buyers) and stable value issuers (sellers) in electronically communicating investment plan information to create proposed investment plan contracts.

One embodiment of the present invention is directed to an electronic communication method for facilitating financial transactions between buyers and sellers of investment contracts. (e.g., FIG. 1 ref# 14, 16, 20; FIG. 2 ref# 30, 32, 88 and corresponding description). The method includes defining, via a buyer computing arrangement, an import specification which identifies database format characteristics of investment plan information stored in a first database (e.g., FIGs. 36-38 and 45; Specification at page 33, line 5 through page 36, line 17; page 39, line 22 through page 40, line 2), and mapping data fields, via the buyer computing arrangement, from the first database to data fields in a second database to create a data import map where the data fields in the second database are predefined data fields (e.g., FIG. 39, 45, ref# 612, 620, 645, 884; Specification at page 36, lines 18-25, page 40, lines 2-9). The investment plan information is imported, via the buyer computing arrangement, into the predefined data fields of the second database according to the import specification and data import map (e.g., FIG. 43, ref# 820, 832; FIG. 45, ref# 874; Specification at page 38, lines 21-31; page 40, lines 2-9). The investment plan information of the second database is transferred, via the buyer computing arrangement, to a central database accessible by investment contract sellers (e.g., FIG. 2, ref# 30, 32, 84; FIGs. 50, 51, 52, 56; Specification at page 45, line 6 through page 48, line 11). The investment plan information is stored at the central database in a plurality of secure database locations each of which is respectively accessible to investment contract sellers who are authorized by the investment contract buyers to receive the investment plan information (e.g., FIG. 50; Specification at page 45, line 6 through page 46, line 8). The investment plan information is electronically transferred from the secure database locations of the central database to seller computing arrangements of the authorized investment contract

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sellers upon initiation by the authorized investment contract sellers via the seller computing arrangements (*e.g.,* FIG. 50; Specification at page 45, line 6 through page 46, line 8). Respective proposed investment contracts are then created from the investment plan information received via the central database (*e.g.,* FIG. 50, FIG. 60; Specification at page 5, lines 18-20; page 50, line 8 through page 52, line 9). Other embodiments are directed to a computer-readable medium having computer-executable instructions for facilitating financial transactions between buyers and sellers of investment contracts in the manner described above. (*e.g.,* Claim 10; FIG. 3; Specification at page 16, line 16 through page 17, line 9).

Another embodiment is directed to a transaction processing system for facilitating financial transactions between buyers and sellers of investment contracts. (*e.g.,* FIG. 1 ref# 14, 16, 20; FIG. 2 ref# 30, 32, 88 and corresponding description). The system includes a central database (*e.g.,* FIG. 1, ref# 20; FIG. 2, ref# 32, 84) accessible by the investment contract buyers (*e.g.,* FIG. 1, ref# 10, 14) and the investment contract sellers (*e.g.,* FIG. 1, ref# 16), and at least one computing device (*e.g.,* FIG. 2, ref# 30) that has storage and a user interface to interface to the computing device (*e.g.,* FIG. 3). The user interface includes at least a display (*e.g.,* FIG. 3, ref# 68) and means for entering data (*e.g.,* FIG. 3, ref#70; Specification at page 17, lines 2-6). The computing device includes means for defining an import specification identifying database format characteristics of investment plan information stored in a first database accessible by the computing device (*e.g.,* FIG. 1 ref# 14, 16, 20; FIG. 2 ref# 30, 32, 88; FIG. 3, ref# 52), and means for mapping data fields from the first database to data fields in a second database accessible by the computing device to create a data import map where the data fields in the second database are predefined fields (*e.g.,* FIG. 3, ref# 52; FIG. 39, 45, ref# 612, 620, 645, 884; Specification at page 36, lines 18-25, page 40, lines 2-9). Means for importing the investment plan information into the predefined data fields of the second database according to the import specification and data import map are provided in the computing device (*e.g.,* FIG. 3, ref# 52; FIG. 43, ref# 820, 832; FIG. 45, ref# 874; Specification at page 38, lines 21-31; page 40, lines 2-9). The computing device also includes means for transferring the investment plan information to the central database (*e.g.,* FIG. 3, ref# 52, 58; FIG. 2, ref# 30, 32, 84; FIGs. 50, 51, 52, 56; Specification at page 45, line 6 through page 48, line 11), and means for identifying the investment contract sellers who are authorized by the investment contract buyers to receive the investment plan information (*e.g.,* FIG. 3, ref# 52; FIG. 50; Specification

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at page 45, line 6 through page 46, line 8). The central database includes means for releasing the investment plan information to only the investment contract sellers identified by the investment contract buyers as authorized to receive the investment plan information. (*e.g.,* FIG. 3, ref# 52; FIG. 50; Specification at page 45, line 6 through page 46, line 8). Appellant notes that a single structure may correspond to multiple "means" limitations. *See, e.g., Winbond Electronics Corp. v. International Trade Commission*, 4 Fed.Appx. 832, C.A.Fed., 2001.

As required by 37 C.F.R. § 41.37(c)(1)(v), a concise explanation of the subject matter defined in each of the independent claims involved in the appeal is provided herein. Appellant notes that representative subject matter is identified for each of these claims; however, the abundance of supporting subject matter in the application prohibits identifying all textual and diagrammatic references to each claimed recitation. Appellant thus submits that other application subject matter, which supports the claims but is not specifically identified above, may be found elsewhere in the application. Appellant further notes that this summary does not provide an exhaustive or exclusive view of the present subject matter, and Appellant refers to the appended claims and their legal equivalents for a complete statement of the invention.

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VI. <u>GROUNDS OF REJECTION TO BE REVIEWED ON APPEAL</u>

A.   Claims 1, 4, 6 and 8-10 stand rejected under 35 U.S.C. §103(a) over Field (U.S. Patent No. 6,073,104) in view of Crozier (U.S. Patent No. 5,666,553) and Ryan *et al.* (U.S. Patent No. 6,684,189).

B.   Claims 2, 3, 5 and 7 stand rejected under 35 U.S.C. §103(a) over Field in view of Crozier and Ryan and further in view of Tozzoli *et al.* (U.S. Patent No. 6,151,588).

VII. ARGUMENT

Appellant traverses each of the grounds of rejection, each of which is asserted under 35 U.S.C. §103(a), at least because the asserted combinations of references fail to correspond to the claimed invention. In order to maintain a §103(a) rejection, the Examiner must identify a reference, or a combination of references, that teaches or suggests each of the claimed limitations and present evidence that a skilled artisan would have been motivated to combine the references as asserted by the Examiner. M.P.E.P. §2142. Appellant maintains that at least these requirements have not been satisfied.

> **A.   The 35 U.S.C. §103(a) rejection of Claims 1, 4, 6 and 8-10 is improper because the asserted combination of *Field* and *Crozier* and *Ryan et al.* fails to correspond to the claimed invention, and the requisite evidence of motivation to combine these references, as asserted, has not been established.**

Contrary to the Examiner's assertions, the asserted references, *Field, Crozier*, and Ryan *et al.* (hereinafter "*Ryan*"), do not, alone or in combination, correspond to the claimed limitations identified by the Examiner as being described in each of the respective references. More particularly, *prima facie* obviousness based on a combination of references can be established only when three basic criteria are met, as is set forth in M.P.E.P., §2143:

> 1) There must be some suggestion or motivation, either in the reference itself or in the knowledge generally available to one of ordinary skill in the art, to modify the reference or to combine reference teachings;
>
> 2) There must be a reasonable expectation of success; and
>
> 3) The prior art references must teach or suggest all of the claim limitations.

As set forth in greater detail below, the Appellants contend that *prima facie* obviousness has not been established, for reasons including the failure of the combination of prior art references to teach or suggest all of the claim limitations, and that a legally requisite motivation to combine such references has not been established.

Claim 1 includes defining, via a buyer computing arrangement, an import specification identifying database format characteristics of investment plan information stored in a first database. The Appellants submit that defining such an import specification is not described in *Field* as alleged by the Examiner. The Examiner does not cite a specific location where *Field*

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allegedly teaches this claimed feature, but rather cites numerous locations of *Field* that, without specific correlation, allegedly teach numerous claimed features. These citations include "figure 5; C2 L45 to C3 L20; C3 L45-L67; C4 L7-L21; C6 L30-L40; C8 L52 to C9 L1, C9 L52 to C10 L50; C14 L17-L48; C24 [L]L4-L15; Figures 12A, 12B, 17, 27, 54A/B." The Appellants respectfully submit that none of these citations, nor *Field* in general, describe defining, via a buyer computing arrangement, an import specification identifying database format characteristics of investment plan information stored in a first database. It will also be established that while the Examiner relies on *Field* as teaching/suggesting this claimed recitation, the other references of the cited combination also fail to describe at least this claimed feature, and thus the combination fails to teach or suggest the claimed feature.

Starting with the Examiner's "figure 5" of *Field*, there is nothing in this figure that suggests defining an import specification identifying database format characteristics of investment plan information stored in a first database. The next cited portion, namely column 2, line 45 through column 3, line 20, is the summary of the *Field* patent. It states that the *Field* invention is related to processing medical claim records that each include a date field and a field for specifying a fee charged for services rendered. The summary also describes periodic pool records. Another embodiment of the cited passage relates to processing electronic invoice records originating in goods/service provider accounting systems. These recitations do not teach or suggest defining, via a buyer computing arrangement, an import specification identifying database format characteristics of investment plan information stored in a first database. Column 3, lines 45-67 and column 4, lines 7-21 of *Field* provide summaries of *Field*'s Figures 13-23B and 27-32, where these summaries do not in an of themselves teach, or suggest, defining an import specification identifying database format characteristics of investment plan information stored in a first database. Cited column 6, lines 30-40 references *Field*'s Figure 5, and describes a "hardware configuration at each healthcare provider's location 40" as including a computer or workstation. Again, this does not teach or suggest at least defining an import specification as set forth in Claim 1.

The cited portion of *Field* starting at column 8, line 52 through column 9, line 1 relates to Figures 12A and 12B, also cited by the Examiner as teaching this claimed feature. This portion of *Field* appears to describe exporting claim records from an accounting system to a "sentinel system 42" which is at the healthcare provider's location 40. However, exporting

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from one system to another does not, as alleged by the Examiner, teach or suggest **defining an import specification**, and even more specifically does not teach or suggest an import specification that identifies database format characteristics of investment plan information. Information can be exported without any definition of an import specification, and the cited portions of *Field* (as well as *Field* in general) fail to teach at least this of which the Examiner alleges is taught or otherwise suggested in *Field*.

The next cited portion allegedly teaching this "defining an import specification" feature of Claim 1 is *Field*'s column 9, line 52 through column 10, line 50. This portion describes how to download claim data into the "sentinel," which is the computer at the healthcare provider's location. This section indicates that the provider's system (*e.g.,* software 110) transmits claim data to an export file. The Examiner has defined the "sentinel" system/computer of *Field* as the "buyer computing arrangement" of Claim 1. Thus, *Field*'s sentinel system must define an import specification identifying database format characteristics of investment plan information. However, this cited portion of *Field* (column 9, line 52 through column 10, line 50) indicates that the provider's mainframe software 110 transmits claim data to an export file and the sentinel system 42 reads the export file. This does not teach or suggest **defining an import specification** at a **buyer computing arrangement** – based on the Examiner's correlation of *Field*'s sentinel system as the buyer system, then *Field*'s sentinel system 42 must define an import specification rather than merely receive an export file as described in the cited passage. Thus, none of *Field*'s column 9, line 52 through column 10, line 50 describes, or suggests, that the sentinel system 42 defines an import specification as set forth in Claim 1.

The next cited portion indicated in the Office Action as teaching the defining an import specification as a buyer computing arrangement is column 14, lines 17-48. This section indicates that the sentinel system 42 transmits data in a master file to a central location daily. The cited portion continues by indicating the type of data that is included in this "master file" that is sent to a central location on a daily basis. However, nothing in this cited passage teaches or suggests **defining an import specification** at a **buyer computing arrangement**. Similarly, the cited portion of *Field* as column 24, lines 4-15 references a claim element of *Field* for a means for downloading the accounts receivable records from a seller accounting system. However, it can clearly be seen from that passage that nothing teaches or suggests defining an import specification at a buyer computing arrangement.

The cited Figures 12A, 12B, 17, 27, and 54A/B also fail to describe any such defining of an import specification at a buyer computing arrangement as set forth in Claim 1. Figures 12A and 12B were addressed above. Figure 17 relates to fields of different table, where these fields are taken from exported records (column 10, lines 21-25). Figure 27 is a flow diagram mentioning nothing of defining an import specification as set forth in Claim 1. Figures 54A/B shows a number of input data, functions and output data for the system (column 22, lines 21-23). Thus, none of the cited figures teach or suggest what the Examiner purports that they teach, which is a method that includes defining, via a buyer computing arrangement, an import specification identifying database format characteristics of investment plan information stored in a first database.

The Examiner did not allege that any of the other cited references, *Crozier* and *Ryan*, alone or in combination with *Field*, teach or suggest defining an import specification as set forth in Claim 1. The Appellant contends that these references also fail to describe or suggest any such defining of an import specification as claimed, and thus a combination of *Field*, *Crozier* and *Ryan* also fails to teach or suggest at least the claim recitation of defining, via a buyer computing arrangement, an import specification identifying database format characteristics of investment plan information stored in a first database.

For at least these reasons, the Appellant submits that the Examiner's rejection of Claim 1 includes errors of finding of fact, which has led to a rejection that is grounded in an error of law. The Appellant respectfully submits that the resulting error of law compels reversal of the rejection to Claim 1, as *prima facie* obviousness has not been established.

The Examiner also argues that *Field* teaches/suggests importing, via the buyer computing arrangement, the investment plan information into predefined data fields of a second database according to the import specification and data import map. The Appellant respectfully disagrees. The same citations used for the "defining via a buyer computing arrangement..." limitation were cited in the Office Action as teaching or suggesting this claimed feature. The Examiner argues that the "buyer computing arrangement" is the "sentinel" computer 42 in *Field*, and thus the Examiner argues that the sentinel computer 42 performs this importing of investment plan information into predefined data fields of a second database according to the import specification and data import map. However, nothing in *Field* describes importing investment plan information into fields of a second database, particularly where such an

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importation is performed according to an import specification that does not exist in *Field*. The Appellant respectfully submits that this additional error of finding of fact has led to a rejection that is grounded in an error of law, and compels reversal of the rejection to Claim 1.

Claim 1 also includes "electronically transferring the investment plan information of the second database via the buyer computing arrangement to a central database accessible by the investment contract sellers." As indicated in Claim 1, the investment plan information being electronically transferred is that which was imported into the fields of the second database according to the import specification. Thus, for the Examiner's arguments to be consistent, *Field* would have to teach/suggest that the information that is transferred to the central database is the information that the Examiner just claimed to be imported via the buyer computing arrangement into the second database. This, however, is not the case in *Field*. In the "importing" claim limitation of Claim 1, the Examiner cites portions of *Field* that suggest the "investment plan information" is what is contained in an **export file sent to the sentinel system** (see, *e.g.*, column 9, line 52 through column 10, line 50). Yet in the claim limitation "electronically transferring the investment plan information of the second database via the buyer computing arrangement to a central database accessible by the investment contract sellers," the Examiner cites portions of *Field* that suggest the "investment plan information" is just a daily download of statistical information stored on the sentinel system 42 (see, *e.g.*, column 14, lines 20-46). This information is unrelated to the export file sent to the sentinel system. It is respectfully submitted that the Examiner is inconsistent in what is ostensibly the corresponding item, function, structure, etc.

Claim 1 also indicates that investment plan information is electronically transferred from the secure database locations of the central database to seller computing arrangement of the authorized investment contract sellers upon initiation by the authorized investment contract sellers via the seller computing arrangement. The Examiner cites the same portions of *Field* (C14 L18-L30; C23 L15-L23; Figures 23A/B) that were cited as allegedly teaching the claimed feature of "electronically transferring the investment plan information of the second database via the buyer computing arrangement to a central database accessible by the investment contract sellers." These two claimed features are directed to entirely different things. One involves transferring the investment plan information (of the second database) from the buyer computing arrangement to a central database. The other involves transferring the investment

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plan information from the central database to authorized investment contract sellers where the authorized investment contract sellers initiate such a transfer. It is unclear how the same cited portions can teach/suggest these two different concepts, and the Appellant respectfully submits that this is vague and fails to establish that any teachings of *Field* indeed correlate to the language as claimed. The Appellant respectfully submits that these additional errors of finding of fact has led to a rejection that is grounded in an error of law, and compels reversal of the rejection to Claim 1.

For all of the above arguments, the Examiner relies on *Field* as teaching these claimed features. Neither of the other cited references, namely *Crozier* and *Ryan*, were cited as teaching these claimed limitations, nor do they teach or suggest such claimed features. Since none of these references teach or suggest at least those claimed features addressed above, a combination of these references also fails to teach or suggest at least those claimed features addressed above. Because *prima facie* obviousness cannot be established unless the combination of prior art references teach or suggest all of the claim limitations, and because the cited combination fails to do so, the Appellant respectfully submits that the rejection to independent Claim 1 should be reversed.

While the Appellant does not acquiescence with other correlations of the language of Claim 1 and the cited references, *prima facie* obviousness requires that *all* of the claim limitations be taught or suggested by the cited combination. Thus, other differences may exist between the cited combination of references and Claim 1 that are not specifically addressed herein. However, all claim limitations must be taught or suggested by the cited combination to maintain a rejection based on 35 U.S.C. §103, and establishing that even one such limitation is not taught or suggested by the combination is sufficient to overcome a rejection under §103. In other words, not every distinction need be addressed to overcome a charge of obviousness. Therefore, the Appellants note that an absence of remarks identifying further possible distinctions is not an admission that there is correspondence between other claim recitations and the cited prior art, and the Applicant reserves the right to argue other distinctions if and when it becomes necessary.

Claims 8 and 10, also rejected on the same grounds as that of Claim 1, are also not rendered obvious by the cited combination of references. For example, Claims 8 and 10 include a function of defining an import specification identifying database format

characteristics of investment plan information stored in a first database. For the reasons set forth in connection with Claim 1, the Examiner has not established that the cited references, either alone or in combination, teach or suggest this function. Further, each of Claims 8 and 10 include a function of importing the investment plan information into the predefined data fields of the second database according to the import specification and data import map, which, as previously indicated, is not taught or suggested by the cited combination of references. For at least these reasons, the Appellant contends that *prima facie* obviousness has not been established for independent Claims 8 and 10.

Additionally, M.P.E.P. §707.07(d) indicates that a plurality of claims should never be grouped together in a common rejection, unless that rejection is equally applicable to all claims in the group. The Examiner has rejected independent Claims 1, 8 and 10 for the reasons presented in the Examiner's listing above. Each of these claims recites different aspects of the invention, and it is unclear from the common rejection which items of the Examiner's listing are purportedly applicable to particular ones of the independent Claims 8 and 10. For example, independent Claim 10 includes "designating the investment contract sellers who are authorized by the investment contract buyers to receive the investment plan information." The Examiner does not identify any correlating teaching/suggestion of this in any of the cited references. The Examiner cites *Ryan* as teaching the storage of investment plan information at a central database in a plurality of secure database locations respectively accessible to investment contract sellers, and although the Appellant does not acquiesce with that statement, the Appellant notes that the Examiner identifies nothing in these references relating to "designating" any sellers who are authorized by buyers to receive the desired information, or releasing the investment plan information to sellers identified by those buyers as being authorized. These limitations are simply not addressed in the Office Action, and thus *prima facie* obviousness necessarily must fail for Claim 10. Similarly, Claim 8 includes a function of identifying the investment contract sellers who are authorized by the investment contract buyers to receive the investment plan information. Again, this is not addressed in the Office Action, and *prima facie* obviousness is not established for Claim 8. For at least these additional reasons, reversal of the rejection to Claims 8 and 10 is respectfully solicited.

Claims 4 and 6 are dependent from independent Claim 1, and Claim 9 is dependent from independent Claim 8. These dependent Claims 4, 6 and 9 also stand rejected under 35

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U.S.C. §103(a) over the above-discussed combination of *Field, Crozier* and *Ryan*. While Appellant does not acquiesce with any particular rejections to these dependent claims, including any assertions concerning common knowledge, obvious design choice and/or what may be otherwise well-known in the art, it is believed that these rejections are moot in view of the arguments made in connection with the independent claims. These dependent claims include all of the limitations of their respective base claims, and any intervening claims, and recite additional features which further distinguish these claims from the cited references. "If an independent claim is nonobvious under 35 U.S.C. §103, then any claim depending therefrom is nonobvious." M.P.E.P. §2143.03; *citing In re Fine*, 837 F.2d 1071, 5 USPQ2d 1596 (Fed. Cir. 1988). Therefore, the rejection to dependent Claims 4, 6 and 9 should also be reversed.

In addition to having to show that the asserted combination of references teaches or suggests all of the claim limitations, the Examiner must show evidence of motivation to combine the asserted references. Appellant respectfully submits that this requirement has not been met. The requisite evidence of motivation to combine the cited references as asserted has not been presented, nor does such motivation exist based on the cited references. In the Office Action, the proffered motivation to combine *Field* and *Crozier* is as follows:

> It would have been obvious to one of ordinary skill in the art database embedded programming at the time the Applicant's invention was made to modify disclosure of Field and include mapping of database data to destination database Crozier and include database mapping to relate commonly information between two or more database tables. (final Office Action, page 4).

From this statement, it appears that the supposed motivation to combine the references rests on the phrase "to relate commonly information between two or more database tables." It is respectfully submitted that this is a conclusory, non-specific statement that fails to rise to the level of clear and particular evidence of a suggestion or motivation to combine references as mandated by Federal Circuit precedent.

To establish *prima facie* obviousness, the proffered motivation must provide a clear and particular showing, supported by actual evidence, to combine the references. *Teleflex, Inc. v. Ficosa North America Corp.*, 299 F.3d 1313, 1334, 63 U.S.P.Q.2d 1374, 1387 (Fed. Cir. 2002). It is respectfully submitted that the reason "to relate commonly information between two or more database tables" does not rise to the level of clear and particular, actual evidence. Appellant respectfully contends that the Examiner's conclusion of obviousness is, instead,

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based on improper hindsight reasoning using knowledge gleaned only from Appellant's disclosure. As stated by the Federal Circuit:

> Combining prior art references without evidence of such a suggestion, teaching, or motivation simply takes the inventor's disclosure as a blueprint for piecing together the prior art to defeat patentability--the essence of hindsight.

In re Dembiczak, 50 USPQ2d 1614, (Fed. Cir. 1999) (*citing Interconnect Planning Corp. v. Feil*, 774 F.2d 1132, 1138, 227 USPQ 543, 547 (Fed. Cir. 1985)). Broad conclusory statements regarding the teaching of multiple references, standing alone, are not evidence. *Id.* For at least this reason, it is respectfully submitted that the requisite showing of motivation to combine the asserted teachings of *Field* and *Crozier* has not been met.

Additionally, the proffered motivation to combine the *Ryan* reference with the *Field/Crozier* combination is as follows:

> It would have been obvious at the time the invention was made to a person of ordinary skill in the art to modify the disclosures of Field and Crozier and include storing the investment plan information at the central database in a plurality of secure database locations each respectively accessible to the investment contract sellers authorized by the investment contract buyers to receive the investment plan information, as disclosed by Ryan to store data to database which is accessible to authorized user only to prevent [misuse] for the data. (final Office Action, page 5).

From this statement, it appears that the supposed motivation to combine *Ryan* with *Field* and *Crozier* is "to prevent misuse for the data" as the remaining portion of that segment merely repeats claim language of the Appellant's claim. It is respectfully submitted that this is a conclusory, non-specific statement that fails to rise to the level of clear and particular evidence of a suggestion or motivation to combine references as mandated by Federal Circuit precedent.

Thus, the Appellant respectfully submits that *prima facie* obviousness has not been established for the additional reason that a proper motivation to combine the references has not been identified. This results in a rejection that is grounded in an error of law, and further compels reversal of the rejections to Claims 1, 4, 6 and 8-10.

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B. **The 35 U.S.C. §103(a) rejection of dependent Claims 2, 3, 5 and 7 is improper because the asserted combination of *Field, Crozier, Ryan* and *Tozzoli* fails to correspond to the claimed invention, and the requisite evidence of motivation to combine the references as asserted has not been established.**

For the reasons discussed above in connection with Section A, Appellant respectfully maintains that the combination of *Field, Crozier* and *Ryan*, alone or modified with the teachings of *Tozzoli*, fails to teach or suggest each of the claim limitations. Dependent Claims 2, 3, 5 and 7 are dependent on independent Claim 1, and as set forth above, the combination of *Field, Crozier* and *Ryan* fails to teach or suggest each of the limitations of Claim 1. *Tozzoli* fails to remedy the above-discussed deficiencies of the asserted combination of *Field, Crozier* and *Ryan*; therefore, the combination of *Field, Crozier, Ryan* and *Tozzoli* fails to teach or suggest each of the limitations of Claims 1, 2, 3, 5 and 7. Thus, *prima facie* obviousness has not been established for dependent Claims 2, 3, 5 and 7.

Further, it is again respectfully submitted that the Examiner's stated motivation to combine *Tozzoli* with *Field, Crozier* and *Ryan* fails to meet the standard for establishing *prima facie* obviousness. The stated motivation to combine the references is "to secure the system from [misuse] and include a computer system that facilitates trade in goods and services, transmitting notifications, purchase order and authorization code, as disclosed by Tozzoli, to [permit] the buyer/seller to exchange information between them in [a] secure way." The rationale ultimately rests with "to [permit] the buyer/seller to exchange information between them in [a] secure way." It is respectfully submitted that this does not provide clear and convincing evidence of a motivation to combine the *Tozzoli* reference with the three references *Field, Crozier* and *Ryan*. For this additional reason, it is respectfully submitted that *prima facie* obviousness has not been established for the 35 U.S.C. §103(a) rejection to dependent Claims 2-3, 5 and 7, and the rejection should therefore be withdrawn.

VIII. CONCLUSION

In view of the above, Appellant respectfully submits that the claimed invention is patentable over the cited references and that the rejections of claims 1-10 should be reversed. Appellant respectfully requests reversal of the rejections as applied to the appealed claims and allowance of the entire application.

Authorization to charge the undersigned's deposit account is provided on the cover page of this brief.

Respectfully submitted,

Hollingsworth & Funk, LLC
8009 34th Ave South, Suite 125
Minneapolis, MN 55425
952.854.2700

Name: Steven R. Funk
Reg. No. 37,830

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IX. CLAIMS APPENDIX

1.   An electronic communication method for facilitating financial transactions between buyers and sellers of investment contracts, comprising:

defining via a buyer computing arrangement an import specification identifying database format characteristics of investment plan information stored in a first database;

mapping, via the buyer computing arrangement, data fields from the first database to data fields in a second database to create a data import map, wherein the data fields in the second database are predefined data fields;

importing, via the buyer computing arrangement, the investment plan information into the predefined data fields of the second database according to the import specification and data import map;

electronically transferring the investment plan information of the second database via the buyer computing arrangement to a central database accessible by the investment contract sellers;

storing the investment plan information at the central database in a plurality of secure database locations each respectively accessible to the investment contract sellers authorized by the investment contract buyers to receive the investment plan information;

electronically transferring the investment plan information from the secure database locations of the central database to seller computing arrangements of the authorized investment contract sellers upon initiation by the authorized investment contract sellers via the seller computing arrangements; and

.   creating, via the seller computing arrangements, respective proposed investment contracts from the investment plan information received via the central database.

2.   The method of Claim 1, further comprising electronically transferring via the buyer computing arrangement a seller authorization code identifying the investment contract sellers who are to be authorized by the investment contract buyers.

3.   The method of Claim 2, wherein storing the investment plan information at the central database in a plurality of secure database locations comprises creating via the buyer computing

arrangement particular database folders for each potential one of the investment contract sellers, and allowing the investment contract sellers corresponding to the authorization code to electronically receive the investment plan information from their respective database folders via the seller computing arrangements.

4.   The method of Claim 1, further comprising transmitting via the seller computing arrangements the proposed investment contract to the investment contract buyer who transferred the investment plan information.

5.   The method of Claim 1, further comprising notifying, via a central computing arrangement or the buyer computing arrangement, the investment contract sellers of their respective authorizations to receive the investment plan information from the central database.

6.   The method of Claim 1, further comprising:

defining, via at least one of the seller computing arrangements, an export specification identifying database format characteristics of an export file;

mapping, via the at least one seller computing arrangement, data fields from the investment plan information received by the investment contract sellers to a third database to create a data export map; and

exporting, via the at least one seller computing arrangement, the investment plan information received by the investment contract sellers to the data fields of the export file according to the export specification and data export map.

7.   The method of Claim 1, further comprising transferring system data tables via the buyer computing arrangement to the central database accessible by a central site administrator and inaccessible to the seller computing arrangements of the investment contract sellers.

8.   A transaction processing system for facilitating financial transactions between buyers and sellers of investment contracts, comprising:

(a) a central database accessible by the investment contract buyers and the investment contract sellers;

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(b) at least one computing device having storage, and a user interface to interface to the computing device, wherein the user interface includes at least a display and means for entering data, and wherein the computing device comprises:

(1) import definition means for defining an import specification identifying database format characteristics of investment plan information stored in a first database accessible by the computing device;

(2) data mapping means for mapping data fields from the first database to data fields in a second database accessible by the computing device to create a data import map, wherein the data fields in the second database are predefined data fields;

(3) data importation means for importing the investment plan information into the predefined data fields of the second database according to the import specification and data import map;

(4) first data transfer means for transferring the investment plan information to the central database;

(5) seller identification means for identifying the investment contract sellers who are authorized by the investment contract buyers to receive the investment plan information; and

(c) wherein the central database comprises means for releasing the investment plan information to only the investment contract sellers identified by the investment contract buyers as authorized to receive the investment plan information.

9.   The transaction processing system as in Claim 8, further comprising a second computing device having a storage, and a user interface to interface to the second computing device, wherein the user interface includes at least a display and means for entering data, and wherein the second computing device comprises:

second data transfer means for transferring the investment plan information from the central database to the authorized investment contract sellers upon initiation by the authorized investment contract sellers and upon release of the investment plan information; and

means for viewing the investment plan information received via the central database by the investment contract sellers.

10. A computer-readable medium having computer-executable instructions for facilitating financial transactions between buyers and sellers of investment contracts, the computer-executable instructions performing steps comprising:

defining an import specification identifying database format characteristics of investment plan information stored in a first database;

mapping data fields from the first database to data fields in a second database to create a data import map, wherein the data fields in the second database are predefined data fields;

importing the investment plan information into the predefined data fields of the second database according to the import specification and data import map;

designating the investment contract sellers who are authorized by the investment contract buyers to receive the investment plan information;

transferring the investment plan information to a central database; and

releasing the investment plan information to the investment contract sellers identified by the investment contract buyers as being authorized to receive the investment plan information.

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X. EVIDENCE APPENDIX

None.

XI. RELATED PROCEEDINGS APPENDIX

None.